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DONELAN, CLEARY, WOOD & MASER, P.C.

ATTORNEYS AND COUNSELORS AT LAW
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1100 NEW YORK AVENUE, N.W.
WASHINGTON, D.C. 20005-3934

OFFICE: (202) 371-9500

TELECOPIER: (202) 371-0900

January 13, 1995

RECORDATION NO. **17942-D** FILED 1425

Recordation No. 17942-D

JAN 13 1995 -10 10 AM

Dear Mr. Williams:

INTERSTATE COMMERCE COMMISSION

On behalf of Huntsman Polypropylene Corporation, I submit for filing and recording under 49 U.S.C. Section 11303(a) and the regulations promulgated thereunder, executed counterparts of a primary document, not previously recorded, entitled Partial Assignment, Assumption and Amendment Agreement, ("Assignment").

The parties to the enclosed Assignment are:

Eastman Chemical Company --
P.O. Box 511
Kingsport, TN 37662-5075

ASSIGNOR

Huntsman Polypropylene Corporation--
P.O. Box 700
Mantua Grove Road
Woodbury, NJ 08096

ASSIGNEE

Pitney Bowes Credit Corporation --
201 Merritt Seven
NorWalk, CT 06856-5151

LESSOR/CONSENTING PARTY

RECEIVED
OFFICE OF THE
SECRETARY
JAN 13 10 07 AM '95
LICENSING BRANCH

The said Assignment among other things, amends the Lease identified below and acts as an assignment of all the right, title and interest of Eastman Chemical Company as Lessee, ONLY AS TO THOSE UNITS IN EXHIBITS C THEREOF, to Huntsman Polypropylene Corporation, the said Lease being that certain Master Equipment Lease Agreement dated as of September 18, 1992 as amended by that certain Assignment, Assumption and Amendment Agreement dated December 31, 1993, and two later dated amendment documents, all respectively filed and recorded with the Interstate Commerce Commission ("ICC") under Recordation Nos. 17942, 17942-A, 17942-B, 17942-C and the Assignment should be recorded under the next available letter under Recordation No. 17942 which we believe is -D..

The equipment covered by this Assignment ONLY ARE the units of equipment covered in Exhibit C to the Assignment.

A short summary of the Assignment to appear in the ICC Index is as follows:

"Amendment of Lease and assignment of Lessee's interest therein only as to units in Exhibit C."

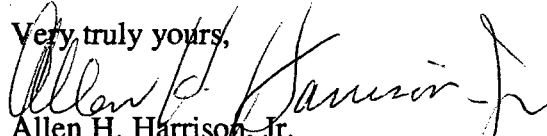
Please also index in the "Vendee" Index Book ("white pages") the Assignment, (saying, "See Recordation No. 17942-D"), under the name of the Assignee therein, namely under:

Huntsman Polypropylene Corporation

Enclosed is a check in the amount of twenty-one dollars (\$21.00) in payment of the filing fee.

Once the filing has been made, please return to bearer the stamped counterpart(s) of the document not required for filing purposes, together with the letter/fee receipt from the ICC acknowledging the filing, and the two extra copies of this letter of transmittal.

Very truly yours,


Allen H. Harrison, Jr.
Attorney for Huntsman Polypropylene
Corporation for the purpose of this filing.

The Honorable Vernon A. Williams
Secretary
Interstate Commerce Commission
Washington, DC 20423
Enclosures

BY HAND

JAN 13 1995 -10 10 AM

INTERSTATE COMMERCE COMMISSION

PARTIAL ASSIGNMENT, ASSUMPTION AND AMENDMENT AGREEMENT

This Partial Assignment, Assumption and Amendment Agreement ("Assignment") is executed and delivered by **EASTMAN CHEMICAL COMPANY**, a Delaware corporation with an address of P.O. Box 511, Kingsport, Tennessee 37662-5075 ("Assignor"), **HUNTSMAN POLYPROPYLENE CORPORATION**, a Utah corporation with an address of Mantua Grove Road, P.O. Box 700, Woodbury, New Jersey 08096 ("Assignee"), and **PITNEY BOWES CREDIT CORPORATION**, a Delaware corporation with an address of 201 Merritt Seven, Norwalk, Connecticut 06856-5151 ("PBCC"), as of December 30, 1994. Capitalized terms used herein and not otherwise defined shall have the meanings set forth herein.

RECITALS

A. PBCC and Eastman Kodak Company ("EKC") entered into a Master Equipment Lease Agreement dated as of September 18, 1992 and filed with the Interstate Commerce Commission on September 22, 1992 at 10:45 a.m. as Recordation No. 17942 (together with all addenda, schedules, and riders thereto being hereinafter referred to as the "Original Lease").

B. The Original Lease was assigned in its entirety from EKC to Assignor and amended in certain particulars pursuant to that certain Assignment, Assumption and Amendment Agreement between EKC, Assignor and PBCC dated December 31, 1993 and filed with the Interstate Commerce Commission on January 5, 1994 at 12:50 p.m. as Recordation No. 17942-A (the "First Assignment and Amendment"). The Original Lease, as assigned and amended by the First Assignment and Amendment is hereinafter referred to as the "Lease."

C. The Lease covers all of the property described in Exhibit A attached hereto and incorporated herein by this reference (collectively, the "Equipment"). The Lease, financing statements and other notifications with respect thereto or with respect to the assignment to Assignor were filed or recorded as set forth in Exhibit B attached hereto and incorporated herein by this reference.

D. The Lease provides that Assignor shall not assign its interest under the Lease or dispose of the Equipment without the prior written consent of PBCC. There remains under the Lease unpaid lease rental payments in the amount of \$74,786,275.04.

E. Assignor desires to assign to Assignee its rights and obligations under the Lease with respect to only that portion of the Equipment set forth in Exhibit C attached hereto and incorporated herein by this reference (the "Assigned Equipment"), and Assignee desires to assume all of such rights and obligations. Assignee and PBCC desire to amend the Lease in certain particulars with respect to the Assigned Equipment. This Assignment evidences the transfer to Assignee of Assignor's rights, obligations and liabilities under the Lease with respect to the Assigned Equipment.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

1. Assignment and Assumption.

a. Assignor hereby assigns to Assignee all of Assignor's right, title and interest in and to the Lease with respect to the Assigned Equipment, together with all of Assignor's present and future obligations and liabilities under the Lease with respect to the Assigned Equipment, and Assignee hereby unconditionally assumes, agrees to pay, discharge, satisfy, and perform any and all liabilities and obligations of the "Lessee" under the Lease which accrue on and after the effective date hereof with respect to the Assigned Equipment at the times and in the manner set forth in the Lease, all with the same force and effect as if Assignee were originally named the "Lessee" under the Lease and as if Assignee were the sole "Lessee" under the Lease with respect to the Assigned Equipment. The Lease, as it has been assigned and amended by this Assignment with respect to the Assigned Equipment only, is hereinafter referred to as the "Huntsman Lease." Except for the assignment and the modifications contained herein with respect to the Assigned Equipment only, Assignor acknowledges that the Lease shall remain in full force and effect.

b. Notwithstanding the foregoing or any other term or condition of the Lease or of this Assignment, the term of the Huntsman Lease shall expire on September 30, 2007, subject to the early termination provisions set forth in the Lease. Assignee shall make Quarterly Rental Payments for the Assigned Equipment on the dates set forth in the Schedule for the Assigned Equipment attached to or incorporated in the Lease. The first 21 Quarterly Rental Payments, commencing on March 31, 1995 and ending on March 31, 2000, shall each be \$155,392.66, and the remaining 30 of such Quarterly Rental Payments shall each be \$189,923.26. On or before December 30, 1994, Assignor shall pay the Quarterly Rental Payment for all of the Equipment in the amount of \$1,274,756.87 which is due and payable on December 30, 1994. Commencing on March 31, 1994, Assignor shall make Quarterly Rental Payments to PBCC in accordance with the terms and conditions of the Lease for all Equipment other than the Assigned Equipment. Assignor acknowledges that the next 21 Quarterly Rental Payments shall be in the amount of \$1,119,373.21. Thereafter, the following 30 Quarterly Rental Payments shall be in the amount of \$1,368,124.27.

c. Without limiting the generality of the foregoing assignment and assumption of rights, obligations and liabilities, Assignee expressly affirms (i) that the assumption of obligations and liabilities of Assignee under the Huntsman Lease with respect to the Assigned Equipment and the agreement by Assignee to pay and discharge the same, as contained and set forth herein, is intended to be an unconditional promise to PBCC of payment and performance by Assignee, and Assignee's duties and obligations with respect thereto shall be construed to be that of a principal and not that of a surety, and (ii) that Assignee understands that the Huntsman Lease cannot be cancelled or terminated except as expressly provided therein and that Assignee's obligations to pay all rent and other amounts payable under the Huntsman Lease with respect to the Assigned Equipment and to perform the duties, obligations, and responsibilities with respect thereto shall be absolute

and unconditional under any and all circumstances as provided therein, and (iii) that Assignee shall at all times be and remain liable to PBCC for the payment of all rent and the performance of all covenants and obligations of the "Lessee" under the Huntsman Lease with respect to the Assigned Equipment arising on and after the date hereof.

d. Assignor represents and warrants that the Lease is in full force and effect and that Assignor has no claims, offsets or defenses with respect to the Lease. Assignee agrees not to assert against PBCC any defense, set off, recoupment, claim or counterclaim which Assignee might have against Assignor arising from the Lease, the First Assignment and Amendment, this Assignment, or any other matter.

2. Representation and Warranties. To induce PBCC to consent to this Assignment, Assignor and Assignee represent and warrant to PBCC, each as to itself, as follows:

a. Assignor and Assignee is each a corporation duly organized, validly existing and in good standing under the laws of the jurisdiction of its organization, has the necessary authority and power to lease the Equipment being leased to it and to transact the business in which it is engaged, and is duly qualified to do business in each jurisdiction in which the conduct of its business or the ownership of its assets requires such qualification, except where the failure to qualify individually or in the aggregate may not reasonably be expected to have a material adverse effect on the operations or financial condition of Assignor or Assignee.

b. Assignor has full power, authority and legal right to execute and deliver this Assignment, and to perform its obligations hereunder and under the Lease.

c. Assignee has full power, authority and legal right to execute and deliver this Assignment, and to perform its obligations under the Huntsman Lease.

d. No consent of any other party (including any stockholders, trustees or holders of indebtedness), and no consent, license, approval or authorization of, exemption by, or registration or declaration with, any governmental body, authority, bureau or agency is required in connection with the execution, delivery or performance by Assignor or Assignee of this Assignment or the validity or enforceability of this Assignment or the Lease other than filings with the Interstate Commerce Commission.

e. The execution, delivery and performance by Assignor and Assignee of this Assignment do not and will not violate any provision of any applicable law or regulation or of any judgment, award, order, writ or decree of any court or governmental instrumentality, will not violate any provision of its charter or by-laws and will not violate any provision of or cause a default under any mortgage, indenture, contract, agreement or other undertaking to which it is a party or which purports to be binding upon it or upon any of its assets, and will not result in the creation or imposition of any lien, charge or

encumbrance on any of its assets other than as provided for herein or in the Lease.

f. Neither Assignor nor Assignee is in default, and no event or condition exists which, after the giving of notice or lapse of time or both would constitute an event of default, under any mortgage, indenture, contract, agreement, judgment or other undertaking to which it is a party or which purports to be binding upon it or upon any of its assets, except for any such default, event or condition which, individually or in the aggregate, would not affect its ability to perform its obligations under this Assignment and the Lease and which reasonably would not be expected to have a material adverse effect on the operations or financial condition of Assignor or Assignee.

g. This Assignment has been duly authorized, executed and delivered by Assignor and Assignee and constitutes a legal, valid and binding obligation of Assignor and Assignee, enforceable in accordance with its terms against such party, except as enforcement thereof may be subject to (i) the effect of any bankruptcy, insolvency, reorganization, moratorium or similar law affecting creditor's rights generally and (ii) general principles of equity (regardless of whether such enforcement is sought in a proceeding in equity or at law).

h. There is no action, suit, investigation or proceeding (whether or not purportedly on behalf of Assignor or Assignee) pending or threatened in writing against or, to the knowledge of such party, affecting Assignor or Assignee or any of their respective assets (i) which directly involves the Lease, the Huntsman Lease or any of the Equipment; or (ii) which may reasonably be expected to result in a material adverse effect upon the Lease, the Huntsman Lease or the Equipment or a material adverse effect on the business, operations or financial condition of Assignor or Assignee.

i. There has been no material adverse change in the business, property, operations or financial condition of Assignee since September 30, 1994.

j. All representations and warranties set forth in the Lease are confirmed and reaffirmed as of the date hereof by Assignor with respect to the Equipment other than the Assigned Equipment and by Assignee with respect to the Assigned Equipment, each as though it were the sole lessee under the Lease.

3. Conditions Precedent. The assignment made herein and PBCC's consent hereto are expressly subject to the prior satisfaction of each of the following:

a. Assignor and Assignee shall have delivered each of the following to PBCC, at the sole cost and expense of Assignee, each of which shall be in form and substance satisfactory to PBCC:

(i) this Assignment duly executed by and notarized for each of Assignor and Assignee;

(ii) the Guaranty Agreement-Lease dated as of December 30, 1994 (the "Guaranty") duly executed by Huntsman Chemical Corporation ("Guarantor");

(iii) certified copies of the certificate of incorporation and bylaws of Assignor, Assignee and Guarantor;

(iv) certified copies of the resolutions of the board of directors of Assignor, Assignee and Guarantor approving or authorizing the execution of this Assignment, and, with respect to Guarantor, the Guaranty and the transactions contemplated hereby and, with respect to Guarantor, thereby;

(v) legal opinions of Assignee's General Counsel and Guarantor's General Counsel or other counsel to Assignee or Guarantor acceptable in scope and substance to PBCC and its counsel with respect to such matters reasonably requested by PBCC or its counsel relating to this Assignment, the Lease, the Guaranty, Assignee and Guarantor;

(vi) such financing statements and other documents, notifications and recordings, including the filing of this Assignment with the Interstate Commerce Commission, requested by PBCC with respect to the Lease, the Guaranty and the Equipment;

(vii) evidence of insurance with respect to the Assigned Equipment of a type and amount and from an insurer satisfactory to PBCC; and

(viii) such other documents, instruments, agreements, reports, statements, opinions and certifications as PBCC may reasonably request with respect to the subject matter of this Assignment and the Guaranty.

b. Assignee shall have delivered to PBCC an unconditional irrevocable standby letter of credit in the amount of \$1,000,000 with an expiration date of not earlier than one year from the date of issuance, which letter of credit shall be automatically renewed until all amounts payable under the Huntsman Lease have been paid in full. Said letter of credit (the "1994 Standby Letter of Credit") shall be in a form and from a bank acceptable to PBCC and shall be delivered to PBCC together with the Letter of Credit Agreement dated as of December 30, 1994 between Assignee and PBCC.

c. Assignee shall have paid to PBCC a transaction fee of \$60,000.

4. Lease Amendments. The Lease is hereby amended in the following

respects:

a. Each reference to "Lessee" in the Lease shall be deemed to refer to Assignee with respect to the Assigned Equipment and Assignor with respect to all Equipment other than the Assigned Equipment.

b. Each reference to "Assignee" in paragraph 4.b(iv) of the First Assignment and Amendment shall be deemed to refer to Assignee with respect to the Assigned Equipment and Assignor with respect to all Equipment other than the Assigned Equipment.

c. Each of the following is added as a new Event of Default under Section 25 of the Lease:

(i) any breach or default of Lessee's obligations under the Partial Assignment, Assumption and Amendment Agreement dated as of December 30, 1994 among Eastman Chemical Company, Huntsman Polypropylene Corporation and Lessor (the "Partial Assignment"); or

(ii) any of the representations or warranties made by Lessee under the Partial Assignment or under any document, instrument or agreement executed in connection with the Partial Assignment shall have been false or materially misleading in any respect when made.

5. Huntsman Lease Amendments. The Huntsman Lease is hereby amended and modified in the following respects (such amendments and modifications not to affect the Lease with respect to Assignor or with respect to any of the Equipment other than the Assigned Equipment):

a. Paragraphs 4.b(i), (ii) and (iii) of the First Assignment and Amendment shall not be a part of the Huntsman Lease and shall not apply to Assignee.

b. Section 4 of the Huntsman Lease is amended to read as follows:

4. TERM: The obligations under this Lease shall commence on December 30, 1994 and shall end upon full performance and observance of each and every term, condition and covenant set forth in this Lease. The rental term of the Equipment shall commence on December 30, 1994 and shall terminate on September 30, 2007. Any reference herein to the words "annual", "annually" or "annual periods" shall mean the one-year period commencing on December 30, 1994 or any anniversary thereof. Any reference herein to the expiration of the Final Renewal Term herein shall mean the expiration of the term set forth in this Section 4.

c. Section 13 of the Huntsman Lease is amended to delete therefrom the first paragraph, subsection (a), subsection (b), and the paragraph immediately preceding subsection (c) thereof and to substitute therefor the following: "At all times during the term of this Lease, Lessee shall satisfy its insurance obligations in accordance with the provisions of subsections (c) and (d) below."

d. Section 19 of the Huntsman Lease is amended to read as follows:

19. **PURCHASE OPTION:** To the extent Lessee shall not have exercised the Early Termination option, the Economic Termination option or the Credit Termination option set forth in Section 33 hereof, Lessee shall have the option to purchase all, but not less than all, of the Equipment leased hereunder upon the expiration hereof at Fair Market Value, provided (a) Lessee is not in default under this Lease, and (b) Lessee exercises such purchase option by written notice to Lessor, at Lessor's address stated herein, no earlier than two hundred seventy (270) days and no later than one hundred eighty (180) days prior to the expiration of this Lease, and (c) upon expiration of this Lease, the Equipment is in the condition described in Section 24 hereof, and (d) Lessee remits payment equal to the Fair Market Value of the Equipment on the expiration date of this Lease. Fair Market Value shall be determined on the basis of, and shall be equal in amount to, the value which one would obtain in an arm's length transaction between an informed and willing buyer-user or lessee-user (other than a Lessee currently in possession and a used equipment dealer) and an informed and willing seller or lessor under no compulsion to sell or lease, as the case may be, and in reaching such determination, costs of removal of Equipment from its location of current use shall not be a deduction from such value ("FMV" or "Fair Market Value"). In the event Lessee purchases the Equipment, Lessee shall be responsible for all applicable sales tax and all other amounts due and owing under the Lease.

If Lessor and Lessee are unable to agree upon the value to be assigned to FMV, such value shall be determined by averaging three (3) independent appraisals submitted by three (3) appraisers, one selected by Lessor, one selected by Lessee, and a third mutually selected by Lessor and Lessee. The fees and expenses of such appraisers shall be paid by Lessee. In the event that Lessee chooses not to purchase the Equipment either after a determination of FMV has been reached or otherwise, Lessee shall at least one hundred eighty (180) days prior to the expiration of this Lease provide Lessor with written notice that Lessee has elected to rescind the purchase option and return all but not less than all of the Equipment to Lessor upon the expiration of this Lease in accordance with the terms of Section 24 hereof.

e. Section 20 is deleted from the Huntsman Lease.

f. Section 24 is amended to read as follows:

24. **RETURN OF EQUIPMENT:** To the extent that Lessee shall not have exercised the purchase option set forth in Section 19 nor the Early Termination option, Economic Termination option or Credit Termination option set forth in Section 33 hereof, Lessee at its own risk and expense, on the last day of the term of this Lease set forth in Section 4 hereof (the "Return Date" or the "Final Return Date"), shall (i) insure (in accordance with the terms of Section 13 hereof) and deliver to Lessor all but not less than all of the Equipment at such

location or locations within the continental United States as may be designated by Lessor in writing. The Equipment shall be in the same condition as when first accepted by Lessee, ordinary wear and tear resulting from the normal and proper use thereof alone excepted, free of any advertising or non-essential car markings, cleansed (interior and exterior) of any silt, sludge, debris or residue and in all cases acceptable for Interchange Service (as defined in the Interchange Rules); and (ii) upon Lessor's request, supply to Lessor copies of any information, records or logs relating to the Equipment and Lessee's use, possession, maintenance and operation thereof; and (iii) upon Lessor's request and at Lessor's expense, store the Equipment in a secure and controlled environment for a period which shall not exceed one (1) year from the expiration date of this Lease.

From the expiration date of this Lease until all of the terms and conditions shall have been satisfied by Lessee, all of the terms and conditions of this Lease shall remain in full force and effect, including, but not limited to, Lessee's obligation to continue to pay rent to Lessor in amounts equal to the last Quarterly Rental Payment in effect.

g. The reference in clause (d) of Section 25(a) of the Huntsman Lease to "General Comptroller or General Counsel" is changed to read "Controller".

h. Each of the following are added as new Events of Default under Section 25 of the Huntsman Lease:

(i) an attempt by the issuing bank to rescind the 1994 Standby Letter of Credit (as defined in the Partial Assignment) or to deny its liability thereunder; or

(ii) the termination, expiration or unavailability for any reason whatsoever of the 1994 Standby Letter of Credit, or notification to PBCC of any of the foregoing; or

(iii) the failure of Lessee with respect to the Assigned Equipment (as defined in the Partial Assignment) to provide a replacement for the 1994 Standby Letter of Credit in the event the 1994 Standby Letter of Credit is surrendered or terminated or expires; or

(iv) the occurrence of any default or event of default by Huntsman Chemical Corporation under that certain Guaranty Agreement - Lease dated as of December 30, 1994 in favor of Pitney Bowes Credit Corporation.

6. Ratification by Assignor. Assignor hereby ratifies and confirms all of its obligations and liabilities under the Lease with respect to all of the Equipment other than the Assigned Equipment, including its obligation to make all Quarterly Rental Payments required by the Lease and all Schedules thereto; provided, however, that Assignor's obligation with respect to each such Quarterly Rental Payment shall be reduced by the

amount of such Quarterly Rental Payment to be paid by Assignee pursuant to paragraph 1.b hereof. Assignor acknowledges and confirms its obligations (i) arising on and prior to the date of this Assignment as Lessee under the Lease with respect to all of the Equipment, and (ii) arising from and after the date of this Assignment as Lessee under the Lease with respect to all of the Equipment other than the Assigned Equipment.

7. Consent of PBCC. Subject to satisfaction of each of the conditions precedent set forth above, by the signature of its duly authorized officer below, PBCC consents to the assignment and assumption provided for herein. PBCC releases Assignor from all liability under the Lease as of the date hereof with respect to the Assigned Equipment.

8. Separate Leases. Each of Assignor, Assignee and PBCC agrees to treat the Lease as if Assignor and Assignee had each entered into a separate Master Equipment Lease Agreement with PBCC with terms and conditions identical to the Lease, as amended by this Assignment. Without limiting the generality of the foregoing, PBCC agrees that Assignor shall not be deemed to have violated or defaulted under the terms of the Lease solely by reason of the violation or default of Assignee and that Assignee shall not be deemed to have violated or defaulted under the terms of the Lease solely by reason of the violation or default of Assignor. Neither Assignor nor Assignee will rely on the other or any other party to pay or discharge any liability or obligation it has under the Lease.

9. Binding Nature; Successors and Assigns. The agreements of Assignee and Assignor herein contained shall be enforceable by PBCC in its own name, with this Assignment being binding upon and inuring to the benefit of and being enforceable by, Assignor, Assignee and PBCC, and their respective permitted successors and assigns.

10. Notices. All notices, demands and other communications under the Lease or this Assignment shall be in writing, and shall be deemed to have been given or made when deposited in the United States mail, first class postage prepaid, addressed as follows or to such other address as any of the following persons may from time to time designate in writing to other persons listed below:

PBCC: Pitney Bowes Credit Corporation
201 Merritt Seven
Norwalk, Connecticut 06856-5151
Attention: Vice President-Operations

with a
Copy to: Pitney Bowes Credit Corporation
201 Merritt Seven
Norwalk, Connecticut 06586-5151
Attention: Regional Credit Manager

Assignor: Eastman Chemical Company
P.O. Box 511
Kingsport, Tennessee 37662-5075
Attn: Treasurer

Assignee: Huntsman Polypropylene Corporation
Mantua Grove Road, P.O. Box 700
Woodbury, New Jersey 08096
Attn: Controller

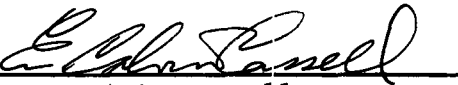
with a
Copy to: Huntsman Chemical Corporation
2000 Eagle Gate Tower
Salt Lake City, Utah 84111
Attn: General Counsel

11. Costs and Expenses. Assignee shall pay immediately upon demand all costs and expenses of PBCC incurred in connection with this Assignment and the transaction contemplated hereby, including without limitation all reasonable and actual legal and administrative expenses and filing and recordation charges. In the event any action is taken, judicial or otherwise, to enforce the terms of the Assignment, all costs and expenses, including reasonable attorneys' fees, shall be awarded to the prevailing party.

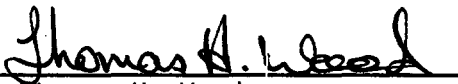
12. Counterparts. This Assignment may be executed in multiple counterparts which, together, shall constitute one fully executed Assignment and agreement among Assignor, Assignee and PBCC.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment by their respective duly authorized officers as of the day and year first above written.

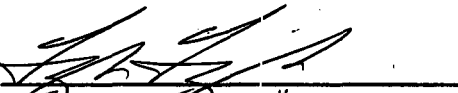
"ASSIGNOR"
EASTMAN CHEMICAL COMPANY,
a Delaware corporation

By 
E. Calvin Cassell
Manager, Domestic Distribution
[Printed Name and Title]

"ASSIGNEE"
HUNTSMAN POLYPROPYLENE
CORPORATION, a Utah corporation

By 
Thomas H. Wood
President
[Printed Name and Title]

"PBCC"
PITNEY BOWES CREDIT
CORPORATION, a Delaware corporation

By 
Tyler G. Panzillo
Region Credit Manager
[Printed Name and Title]

STATE OF TENNESSEE)
COUNTY OF SULLIVAN) ss:

The foregoing instrument was acknowledged before me this 10th day of January 1995
by E. CALVIN CASSELL, Manager Domestic Distribution of Eastman Chemical
Company, a Delaware corporation, on behalf of the corporation.

Leigh Anne Alvis
Leigh Anne Alvis
[Name of person taking acknowledgment]
Notary Public
My Commission Expires: April 29, 1997

NEW JERSEY
STATE OF ~~UTAH~~)
COUNTY OF GLOUCESTER) ss:

The foregoing instrument was acknowledged before me this 9th day of January 1995
by Thomas H. Wood, President of Huntsman Polypropylene
Corporation, a Utah corporation, on behalf of the corporation.

Margaret M. Flake
[Name of person taking acknowledgment]
Notary Public
My Commission Expires:

MARGARET M. FLAKE
Notary Public of New Jersey
My Commission Expires March 28, 1999

STATE OF CONNECTICUT)
COUNTY OF FAIRFIELD) ss:

The foregoing instrument was acknowledged before me this 12th day of January 1995
by Tyler G. Tranzillo, Region Credit Manager of Pitney Bowes Credit Corporation, a
Delaware corporation, on behalf of the corporation.

Tami P. Raymer
[Name of person taking acknowledgment]
Notary Public
My Commission Expires:

TAMI P. RAYMER
NOTARY PUBLIC
MY COMMISSION EXPIRES AUG. 31, 1998

EXHIBIT C

FILING AND RECORDING INFORMATION

<u>Filing/Recording Office</u>	<u>Date of Filing or Recording</u>	<u>Filing Number or Book and Page</u>
Sec. of State Tn.	10/13/92	127158
Sec. of State N.Y.	10/5/92	208152
Monroe Cty. N.Y.	10/8/92	92 - 5935
Interstate Commerce Commission	9/22/92	Recordation No. 17942

EXHIBIT A

Page 1

CUSTOMER
P.O.

1	000600AL	51	000825HC	101	003870CC	151	020014ST
2	000601AL	52	000839HC	102	003871CC	152	020016ST
3	000602AL	53	000841HC	103	003872CC	153	020017ST
4	000605AL	54	000842HC	104	003873CC	154	020018ST
5	000606AL	55	000843HC	105	003874CC	155	020019ST
6	000616AL	56	000845HC	106	003875CC	156	020022ST
7	000615HC	57	000846HC	107	003876CC	157	020023ST
8	000616HC	58	000848HC	108	000883HC	158	020024ST
9	000619HC	59	000849HC	109	000867HC	159	020020ST
10	000170HC	60	000851HC	110	000868HC	160	020021ST
11	000171HC	61	000857HC	111	000870HC	161	020025ST
12	000173HC	62	000828HC	112	000871HC	162	020026ST
13	000610AL	63	000829HC	113	000873HC	163	020027ST
14	000168HC	64	000830HC	114	000874HC	164	020028ST
15	000608AL	65	000833HC	115	000875HC	165	020029ST
16	000609AL	66	000836HC	116	000876HC	166	020030ST
17	000611AL	67	000837HC	117	000878HC	167	020034ST
18	000612AL	68	000627SS	118	000880HC	168	020036ST
19	000614AL	69	000657AL	119	000881HC	169	020038ST
20	000615AL	70	020006ST	120	000882HC	170	020039ST
21	000617AL	71	020008ST	121	000885HC	171	020041ST
22	000619AL	72	020002ST	122	000869HC	172	020042ST
23	000613AL	73	020003ST	123	000884HC	173	020043ST
24	000179HC	74	020004ST	124	000872HC	174	020044ST
25	000180HC	75	020005ST	125	000877HC	175	020045ST
26	000183HC	76	020007ST	126	000879HC	176	020046ST
27	000184HC	77	020009ST	127	000891HC	177	020047ST
28	000187HC	78	020010ST	128	000899HC	178	000767HC
29	000192HC	79	000860HC	129	020033ST	179	000768HC
30	000194HC	80	000861HC	130	020040ST	180	000769HC
31	000811HC	81	000863HC	131	000886HC	181	000770HC
32	000198HC	82	000864HC	132	000887HC	182	000771HC
33	000802HC	83	000653AL	133	000888HC	183	000772HC
34	000803HC	84	000650AL	134	000889HC	184	000773HC
35	000806HC	85	000652AL	135	000890HC	185	020035ST
36	000807HC	86	000654AL	136	000892HC	186	020037ST
37	000808HC	87	000655AL	137	000893HC	187	020048ST
38	000809HC	88	000651AL	138	000894HC	188	020050ST
39	000810HC	89	000656AL	139	000895HC	189	000774HC
40	000812HC	90	000858AL	140	000896HC	190	000775HC
41	000816HC	91	003860CC	141	000897HC	191	000777HC
42	000624SS	92	003861CC	142	000898HC	192	000778HC
43	000625SS	93	003862CC	143	000900HC	193	000779HC
44	000620SS	94	003863CC	144	000901HC	194	000780HC
45	000621SS	95	003864CC	145	000902HC	195	000781HC
46	000622SS	96	003865CC	146	000903HC	196	000782HC
47	000626SS	97	003866CC	147	000904HC	197	000783HC
48	000821HC	98	003867CC	148	020011ST	198	000784HC
49	000823HC	99	003868CC	149	020012ST	199	000785HC
50	000824HC	100	003869CC	150	020013ST	200	000786HC

201	000787HC	251	005471HC	301	000951HC	351	001011HC
202	000788HC	252	005474HC	302	000952HC	352	001013HC
203	000790HC	253	005475HC	303	000953HC	353	001014HC
204	000791HC	254	005481HC	304	000954HC	354	001015HC
205	000792HC	255	005484HC	305	000955HC	355	001016HC
206	000776HC	256	020063ST	306	000956HC	356	001017HC
207	000789HC	257	000906HC	307	000957HC	357	001018HC
208	000969HC	258	000907HC	308	000958HC	358	001019HC
209	000975HC	259	000908HC	309	000959HC	359	001020HC
210	000979HC	260	000909HC	310	000960HC	360	001021HC
211	000989HC	261	000910HC	311	000961HC	361	000795HC
212	001000HC	262	000911HC	312	000962HC	362	000796HC
213	001001HC	263	000912HC	313	000963HC	363	000798HC
214	001005HC	264	000913HC	314	000964HC	364	000799HC
215	001006HC	265	000914HC	315	000965HC	365	020051ST
216	001007HC	266	000915HC	316	000967HC	366	020052ST
217	001012HC	267	000916HC	317	000968HC	367	020053ST
218	005364HC	268	000917HC	318	000970HC	368	020054ST
219	005380HC	269	000918HC	319	000971HC	369	020055ST
220	005390HC	270	000919HC	320	000972HC	370	020056ST
221	005393HC	271	000920HC	321	000973HC	371	020057ST
222	005396HC	272	000921HC	322	000974HC	372	020058ST
223	005399HC	273	000922HC	323	000976HC	373	020059ST
224	005400HC	274	000924HC	324	000977HC	374	020060ST
225	005405HC	275	000925HC	325	000978HC	375	020064ST
226	005406HC	276	000926HC	326	000980HC	376	020065ST
227	005407HC	277	000927HC	327	000981HC	377	020066ST
228	005413HC	278	000928HC	328	000982HC	378	020067ST
229	005414HC	279	000929HC	329	000983HC	379	020068ST
230	005416HC	280	000930HC	330	000984HC	380	020072ST
231	005420HC	281	000931HC	331	000985HC	381	020074ST
232	005422HC	282	000932HC	332	000986HC	382	020132ST
233	005426HC	283	000933HC	333	000987HC	383	000793HC
234	005433HC	284	000934HC	334	000988HC	384	000794HC
235	005440HC	285	000935HC	335	000990HC	385	000797HC
236	005442HC	286	000936HC	336	000991HC	386	020069ST
237	005443HC	287	000937HC	337	000992HC	387	020071ST
238	005445HC	288	000938HC	338	000993HC	388	020075ST
239	005446HC	289	000939HC	339	000994HC	389	020061ST
240	005448HC	290	000940HC	340	000995HC	390	020076ST
241	005450HC	291	000941HC	341	000996HC	391	020079ST
242	005451HC	292	000942HC	342	000997HC	392	020080ST
243	005452HC	293	000943HC	343	000998HC	393	020081ST
244	005453HC	294	000944HC	344	000999HC	394	020082ST
245	005458HC	295	000945HC	345	001002HC	395	020086ST
246	005459HC	296	000946HC	346	001003HC	396	020087ST
247	005462HC	297	000947HC	347	001004HC	397	020088ST
248	005463HC	298	000948HC	348	001008HC	398	020089ST
249	005464HC	299	000949HC	349	001009HC	399	020091ST
250	005468HC	300	000950HC	350	001010HC	400	020092ST

401	020098ST	451	020138ST	501	001044HC	551	029002ST
402	005489HC	452	020139ST	502	001046HC	552	029003ST
403	005492HC	453	020140ST	503	001047HC	553	029004ST
404	005493HC	454	020141ST	504	001048HC	554	029005ST
405	005495HC	455	020142ST	505	001049HC	555	029006ST
406	005496HC	456	020143ST	506	001050HC	556	029007ST
407	020078ST	457	020144ST	507	001051HC	557	029008ST
408	020090ST	458	020145ST	508	001052HC	558	029009ST
409	020093ST	459	020147ST	509	001053HC	559	029010ST
410	020096ST	460	020148ST	510	001054HC	560	029011ST
411	020097ST	461	020149ST	511	001055HC	561	029012ST
412	020099ST	462	020150ST	512	001056HC	562	029013ST
413	020100ST	463	020109ST	513	001057HC	563	029014ST
414	020105ST	464	005444HC	514	001058HC	564	029015ST
415	020106ST	465	005449HC	515	001059HC	565	029016ST
416	020108ST	466	005455HC	516	001060HC	566	029017ST
417	020110ST	467	005456HC	517	001063HC	567	029019ST
418	020111ST	468	003800CC	518	001066HC	568	029020ST
419	020112ST	469	003801CC	519	001069HC	569	029021ST
420	020113ST	470	003802CC	520	001070HC	570	029022ST
421	020114ST	471	003803CC	521	001061HC	571	029024ST
422	020115ST	472	003804CC	522	001062HC	572	003826CC
423	020116ST	473	005518HC	523	001064HC	573	003827CC
424	020117ST	474	005521HC	524	001065HC	574	003828CC
425	020118ST	475	005522HC	525	001067HC	575	003829CC
426	020119ST	476	005547HC	526	001068HC	576	003830CC
427	020120ST	477	005556HC	527	001071HC	577	003831CC
428	020122ST	478	005573HC	528	003805CC	578	003832CC
429	005488HC	479	005582HC	529	003806CC	579	003833CC
430	020084ST	480	001022HC	530	003807CC	580	003834CC
431	020094ST	481	001023HC	531	003808CC	581	003835CC
432	020095ST	482	001024HC	532	003809CC	582	003836CC
433	020101ST	483	001026HC	533	003810CC	583	003837CC
434	020102ST	484	001027HC	534	003811CC	584	003838CC
435	020103ST	485	001028HC	535	003812CC	585	029018ST
436	020107ST	486	001029HC	536	003813CC	586	029023ST
437	020121ST	487	001030HC	537	003814CC	587	029026ST
438	020124ST	488	001031HC	538	003815CC	588	029028ST
439	020125ST	489	001032HC	539	003816CC	589	029029ST
440	020126ST	490	001033HC	540	003817CC	590	029031ST
441	020127ST	491	001034HC	541	003818CC	591	029032ST
442	020128ST	492	001035HC	542	003819CC	592	029033ST
443	020129ST	493	001036HC	543	003820CC	593	029035ST
444	020130ST	494	001037HC	544	003821CC	594	029036ST
445	020131ST	495	001038HC	545	003822CC	595	029037ST
446	020133ST	496	001039HC	546	003823CC	596	029038ST
447	020134ST	497	001040HC	547	003824CC	597	029039ST
448	020135ST	498	001041HC	548	003825CC	598	029040ST
449	020136ST	499	001042HC	549	029000ST	599	029041ST
450	020137ST	500	001043HC	550	029001ST	600	029043ST

601	029044ST	651	005632HC	701	005682HC	751	003844CC
602	029045ST	652	005633HC	702	005683HC	752	003845CC
603	029047ST	653	005634HC	703	005684HC	753	003846CC
604	029048ST	654	005635HC	704	005685HC	754	003847CC
605	029049ST	655	005636HC	705	005686HC	755	003848CC
606	029050ST	656	005637HC	706	005687HC	756	003849CC
607	029051ST	657	005638HC	707	005688HC	757	003850CC
608	003839CC	658	005639HC	708	005689HC	758	003851CC
609	029025ST	659	005640HC	709	005690HC	759	003852CC
610	029030ST	660	005641HC	710	005691HC	760	003853CC
611	005597HC	661	005642HC	711	005692HC	761	003854CC
612	005601HC	662	005643HC	712	005693HC	762	003855CC
613	005602HC	663	005644HC	713	005694HC	763	003856CC
614	005603HC	664	005645HC	714	005695HC	764	003857CC
615	005604HC	665	005646HC	715	005696HC	765	003858CC
616	005605HC	666	005647HC	716	005697HC	766	003859CC
617	005612HC	667	005648HC	717	005701HC	767	029058ST
618	005613HC	668	005649HC	718	005703HC	768	029059ST
619	005618HC	669	005650HC	719	005705HC	769	029060ST
620	029053ST	670	005651HC	720	005707HC	770	029061ST
621	029054ST	671	005652HC	721	005729HC	771	029063ST
622	029055ST	672	005653HC	722	005709HC	772	029064ST
623	029056ST	673	005654HC	723	005716HC	773	029065ST
624	029057ST	674	005655HC	724	005721HC	774	029066ST
625	005598HC	675	005656HC	725	005724HC	775	029068ST
626	005599HC	676	005657HC	726	005725HC	776	029069ST
627	005600HC	677	005658HC	727	005728HC	777	029070ST
628	005606HC	678	005659HC	728	005730HC	778	029071ST
629	005607HC	679	005660HC	729	005731HC	779	029072ST
630	005608HC	680	005661HC	730	005732HC	780	029074ST
631	005609HC	681	005662HC	731	005733HC	781	029075ST
632	005610HC	682	005663HC	732	005735HC	782	029076ST
633	005611HC	683	005664HC	733	005738HC	783	029078ST
634	005614HC	684	005665HC	734	005747HC	784	029062ST
635	005615HC	685	005666HC	735	005753HC	785	029067ST
636	005616HC	686	005667HC	736	005761HC	786	029073ST
637	005617HC	687	005668HC	737	005762HC	787	029077ST
638	005619HC	688	005669HC	738	005764HC	788	029078ST
639	005620HC	689	005670HC	739	005774HC	789	029080ST
640	005621HC	690	005671HC	740	005778HC	790	029081ST
641	005622HC	691	005672HC	741	005781HC	791	029082ST
642	005623HC	692	005673HC	742	005784HC	792	029083ST
643	005624HC	693	005674HC	743	005787HC	793	029084ST
644	005625HC	694	005675HC	744	005780HC	794	029085ST
645	005626HC	695	005676HC	745	005782HC	795	029086ST
646	005627HC	696	005677HC	746	005794HC	796	029087ST
647	005628HC	697	005678HC	747	003840CC	797	029089ST
648	005629HC	698	005679HC	748	003841CC	798	029090ST
649	005630HC	699	005680HC	749	003842CC	799	029091ST
650	005631HC	700	005681HC	750	003843CC	800	029092ST

801	029084ST	851	022037ST	901	004002ST	951	005803HC
802	029095ST	852	022038ST	902	004003ST	952	005804HC
803	029096ST	853	022039ST	903	021043SS	953	005805HC
804	029097ST	854	022040ST	904	021044SS	954	001072HC
805	029098ST	855	022041ST	905	021045SS	955	001074HC
806	029099ST	856	022042ST	906	021047SS	956	001075HC
807	029100ST	857	022044ST	907	021048SS	957	001076HC
808	029101ST	858	022045ST	908	021049SS	958	001077HC
809	029103ST	859	021000SS	909	021050SS	959	001078HC
810	029102ST	860	021001SS	910	021051SS	960	001079HC
811	029104ST	861	021002SS	911	021052SS	961	001080HC
812	029105ST	862	021003SS	912	021053SS	962	001081HC
813	029107ST	863	021004SS	913	021055SS	963	001082HC
814	029108ST	864	021005SS	914	021056SS	964	001083HC
815	022000ST	865	021006SS	915	021057SS	965	001084HC
816	022001ST	866	021007SS	916	021058SS	966	001085HC
817	022002ST	867	021008SS	917	021059SS	967	001086HC
818	022003ST	868	021009SS	918	021060SS	968	001087HC
819	022004ST	869	021010SS	919	021061SS	969	001088HC
820	022005ST	870	021011SS	920	021062SS	970	001089HC
821	022006ST	871	021012SS	921	021063SS	971	001090HC
822	022007ST	872	021017SS	922	004004ST	972	001091HC
823	022008ST	873	021022SS	923	021064SS	973	001092HC
824	022009ST	874	021014SS	924	021065SS	974	001093HC
825	022010ST	875	021015SS	925	021066SS	975	001094HC
826	022012ST	876	021016SS	926	021067SS	976	001095HC
827	022013ST	877	021018SS	927	021068SS	977	001096HC
828	022014ST	878	021021SS	928	021069SS	978	001097HC
829	022016ST	879	021025SS	929	021070SS	979	001098HC
830	022017ST	880	021028SS	930	021071SS	980	001099HC
831	022019ST	881	021029SS	931	021072SS	981	001100HC
832	022021ST	882	021030SS	932	021073SS	982	001101HC
833	022018ST	883	021031SS	933	021074SS	983	001102HC
834	022011ST	884	021032SS	934	021075SS	984	001103HC
835	022015ST	885	021035SS	935	021076SS	985	001104HC
836	022020ST	886	021036SS	936	021077SS	986	001105HC
837	022022ST	887	021038SS	937	021078SS	987	001106HC
838	022023ST	888	021040SS	938	021079SS	988	001107HC
839	022024ST	889	021042SS	939	021080SS	989	001109HC
840	022025ST	890	021019SS	940	021081SS	990	001111HC
841	022026ST	891	021023SS	941	021082SS	991	001112HC
842	022027ST	892	021024SS	942	021083SS	992	001073HC
843	022028ST	893	021026SS	943	021085SS	993	001108HC
844	022029ST	894	021027SS	944	021086SS	994	001110HC
845	022030ST	895	021033SS	945	021088SS	995	001113HC
846	022032ST	896	021034SS	946	021084SS	996	001114HC
847	022033ST	897	021039SS	947	021087SS	997	057001HC
848	022034ST	898	021041SS	948	021092SS	998	057002HC
849	022035ST	899	004000ST	949	005800HC	999	057003HC
850	022036ST	900	004001ST	950	005801HC	1000	057004HC

1001	057006HC	1051	058020HC	1101	058071HC	1151	021103SS
1002	057009HC	1052	058021HC	1102	058072HC	1152	021104SS
1003	057010HC	1053	058022HC	1103	058073HC	1153	021106SS
1004	057011HC	1054	058023HC	1104	058074HC	1154	021107SS
1005	057012HC	1055	058024HC	1105	058075HC	1155	021108SS
1006	057013HC	1056	058025HC	1106	058076HC	1156	021109SS
1007	057014HC	1057	058026HC	1107	058077HC	1157	021093SS
1008	057015HC	1058	058027HC	1108	058078HC	1158	021105SS
1009	057016HC	1059	058028HC	1109	058079HC	1159	021110SS
1010	057017HC	1060	058029HC	1110	058080HC	1160	021111SS
1011	057018HC	1061	058030HC	1111	058081HC	1161	021113SS
1012	057019HC	1062	058031HC	1112	058082HC	1162	021114SS
1013	057020HC	1063	058032HC	1113	058083HC	1163	021115SS
1014	057021HC	1064	058033HC	1114	058084HC	1164	021117SS
1015	057022HC	1065	058034HC	1115	058085HC	1165	021118SS
1016	057023HC	1066	058035HC	1116	058086HC	1166	021119SS
1017	057024HC	1067	058036HC	1117	058087HC	1167	021120SS
1018	057026HC	1068	058037HC	1118	058088HC	1168	021112SS
1019	057027HC	1069	058038HC	1119	058089HC	1169	021116SS
1020	057028HC	1070	058039HC	1120	058090HC	1170	021121SS
1021	057029HC	1071	058040HC	1121	058091HC	1171	021122SS
1022	057030HC	1072	058041HC	1122	058092HC	1172	021123SS
1023	057032HC	1073	058042HC	1123	058093HC	1173	021124SS
1024	057033HC	1074	058043HC	1124	058094HC	1174	021125SS
1025	057034HC	1075	058044HC	1125	058095HC	1175	021126SS
1026	057005HC	1076	058045HC	1126	058096HC	1176	021127SS
1027	057025HC	1077	058046HC	1127	058097HC	1177	058109HC
1028	057031HC	1078	058047HC	1128	058098HC	1178	058110HC
1029	057035HC	1079	058048HC	1129	058099HC	1179	058111HC
1030	057007HC	1080	058049HC	1130	058100HC	1180	058112HC
1031	057008HC	1081	058050HC	1131	058101HC	1181	058113HC
1032	058001HC	1082	058051HC	1132	058102HC	1182	058114HC
1033	058002HC	1083	058052HC	1133	058103HC	1183	058115HC
1034	058003HC	1084	058053HC	1134	058104HC	1184	058116HC
1035	058004HC	1085	058054HC	1135	058105HC	1185	058117HC
1036	058005HC	1086	058055HC	1136	058106HC	1186	058118HC
1037	058006HC	1087	058056HC	1137	058107HC	1187	058119HC
1038	058007HC	1088	058058HC	1138	058108HC	1188	058120HC
1039	058008HC	1089	058059HC	1139	021089SS	1189	058121HC
1040	058009HC	1090	058060HC	1140	021090SS	1190	058122HC
1041	058010HC	1091	058061HC	1141	021091SS	1191	058123HC
1042	058011HC	1092	058062HC	1142	021094SS	1192	058124HC
1043	058012HC	1093	058063HC	1143	021095SS	1193	058125HC
1044	058013HC	1094	058064HC	1144	021096SS	1194	058126HC
1045	058014HC	1095	058065HC	1145	021097SS	1195	058127HC
1046	058015HC	1096	058066HC	1146	021098SS	1196	058128HC
1047	058016HC	1097	058067HC	1147	021099SS	1197	058129HC
1048	058017HC	1098	058068HC	1148	021100SS	1198	058130HC
1049	058018HC	1099	058069HC	1149	021101SS	1199	058131HC
1050	058019HC	1100	058070HC	1150	021102SS	1200	058132HC

1201	058133HC	1251	029114ST	1301	021153SS	1351	058547HC
1202	058134HC	1252	029115ST	1302	021154SS	1352	058548HC
1203	058135HC	1253	029116ST	1303	021155SS	1353	058549HC
1204	058136HC	1254	029117ST	1304	021156SS	1354	058510HC
1205	058137HC	1255	029118ST	1305	021157SS	1355	058550HC
1206	058138HC	1256	029119ST	1306	058500HC	1356	058551HC
1207	058139HC	1257	029120ST	1307	058501HC	1357	058552HC
1208	058140HC	1258	029121ST	1308	058502HC	1358	058553HC
1209	058141HC	1259	029122ST	1309	058503HC	1359	058554HC
1210	058142HC	1260	029123ST	1310	058504HC	1360	058555HC
1211	058143HC	1261	029124ST	1311	058505HC	1361	058556HC
1212	058144HC	1262	029125ST	1312	058506HC	1362	058557HC
1213	058145HC	1263	029126ST	1313	058507HC	1363	058558HC
1214	058146HC	1264	029127ST	1314	058508HC	1364	058559HC
1215	058147HC	1265	029128ST	1315	058509HC	1365	058560HC
1216	058148HC	1266	029129ST	1316	058511HC	1366	058561HC
1217	058149HC	1267	029130ST	1317	058512HC	1367	058562HC
1218	058150HC	1268	029131ST	1318	058513HC	1368	058563HC
1219	058151HC	1269	029132ST	1319	058514HC	1369	058564HC
1220	058152HC	1270	029500ST	1320	058515HC	1370	058565HC
1221	058153HC	1271	029501ST	1321	058516HC	1371	058566HC
1222	058154HC	1272	029502ST	1322	058517HC	1372	058567HC
1223	058155HC	1273	029503ST	1323	058518HC	1373	058568HC
1224	058156HC	1274	029504ST	1324	058519HC	1374	058569HC
1225	058157HC	1275	029505ST	1325	058520HC	1375	058570HC
1226	058158HC	1276	029506ST	1326	058521HC	1376	058571HC
1227	058159HC	1277	029507ST	1327	058522HC	1377	058572HC
1228	058160HC	1278	029508ST	1328	058524HC	1378	058573HC
1229	058161HC	1279	029509ST	1329	058525HC	1379	058574HC
1230	058162HC	1280	029510ST	1330	058526HC	1380	058575HC
1231	058163HC	1281	029511ST	1331	058527HC	1381	058576HC
1232	021128SS	1282	029512ST	1332	058528HC	1382	058577HC
1233	021129SS	1283	029513ST	1333	058529HC	1383	058578HC
1234	021130SS	1284	029514ST	1334	058530HC	1384	058579HC
1235	021131SS	1285	029515ST	1335	058531HC	1385	058580HC
1236	021132SS	1286	029516ST	1336	058532HC	1386	058581HC
1237	021133SS	1287	029517ST	1337	058533HC	1387	058582HC
1238	021134SS	1288	029518ST	1338	058534HC	1388	058583HC
1239	021136SS	1289	029519ST	1339	058535HC	1389	058584HC
1240	021137SS	1290	029520ST	1340	058536HC	1390	058585HC
1241	021138SS	1291	021143SS	1341	058537HC	1391	058586HC
1242	021139SS	1292	021144SS	1342	058538HC	1392	058587HC
1243	021140SS	1293	021145SS	1343	058539HC	1393	058588HC
1244	021141SS	1294	021146SS	1344	058540HC	1394	058589HC
1245	021142SS	1295	021147SS	1345	058541HC	1395	058590HC
1246	029109ST	1296	021148SS	1346	058542HC	1396	058591HC
1247	029110ST	1297	021149SS	1347	058543HC	1397	058592HC
1248	029111ST	1298	021150SS	1348	058544HC	1398	058593HC
1249	029112ST	1299	021151SS	1349	058545HC	1399	058594HC
1250	029113ST	1300	021152SS	1350	058546HC	1400	058595HC

1401	058596HC	1451	058646HC	1501	023000ST	1551	052043HC
1402	058597HC	1452	058647HC	1502	023001ST	1552	052044HC
1403	058598HC	1453	058648HC	1503	023002ST	1553	052045HC
1404	058599HC	1454	058649HC	1504	023003ST	1554	052046HC
1405	058600HC	1455	058650HC	1505	023004ST	1555	052047HC
1406	058601HC	1456	058651HC	1506	023005ST	1556	052048HC
1407	058602HC	1457	058652HC	1507	023006ST	1557	052049HC
1408	058603HC	1458	058653HC	1508	052000HC	1558	052050HC
1409	058604HC	1459	058654HC	1509	052001HC	1559	052051HC
1410	058605HC	1460	058655HC	1510	052002HC	1560	052052HC
1411	058606HC	1461	058656HC	1511	052003HC	1561	052053HC
1412	058607HC	1462	058657HC	1512	052004HC	1562	052054HC
1413	058608HC	1463	058658HC	1513	052005HC	1563	052055HC
1414	058609HC	1464	058659HC	1514	052006HC	1564	052056HC
1415	058610HC	1465	058660HC	1515	052007HC	1565	052057HC
1416	058611HC	1466	058661HC	1516	052008HC	1566	052058HC
1417	058612HC	1467	058662HC	1517	052009HC	1567	052059HC
1418	058613HC	1468	058663HC	1518	052010HC	1568	052060HC
1419	058614HC	1469	058664HC	1519	052011HC	1569	052061HC
1420	058615HC	1470	058665HC	1520	052012HC	1570	052062HC
1421	058616HC	1471	058666HC	1521	052013HC	1571	052063HC
1422	058617HC	1472	058667HC	1522	052014HC	1572	052064HC
1423	058618HC	1473	058668HC	1523	052015HC	1573	052065HC
1424	058619HC	1474	058669HC	1524	052016HC	1574	052066HC
1425	058620HC	1475	058670HC	1525	052017HC	1575	052067HC
1426	058621HC	1476	058671HC	1526	052018HC	1576	052068HC
1427	058622HC	1477	058672HC	1527	052019HC	1577	052069HC
1428	058623HC	1478	058673HC	1528	052020HC	1578	052070HC
1429	058624HC	1479	058674HC	1529	052021HC	1579	052071HC
1430	058625HC	1480	058675HC	1530	052022HC	1580	052072HC
1431	058626HC	1481	058676HC	1531	052023HC	1581	052073HC
1432	058627HC	1482	058677HC	1532	052024HC	1582	052074HC
1433	058628HC	1483	058678HC	1533	052025HC	1583	052075HC
1434	058629HC	1484	058679HC	1534	052026HC	1584	052076HC
1435	058630HC	1485	058680HC	1535	052027HC	1585	052077HC
1436	058631HC	1486	058681HC	1536	052028HC	1586	052078HC
1437	058632HC	1487	058682HC	1537	052029HC	1587	052079HC
1438	058633HC	1488	058683HC	1538	052030HC	1588	052080HC
1439	058634HC	1489	058684HC	1539	052031HC	1589	052081HC
1440	058635HC	1490	058685HC	1540	052032HC	1590	052082HC
1441	058636HC	1491	058686HC	1541	052033HC	1591	052083HC
1442	058637HC	1492	058687HC	1542	052034HC	1592	052084HC
1443	058638HC	1493	058688HC	1543	052035HC	1593	052085HC
1444	058639HC	1494	058689HC	1544	052036HC	1594	052086HC
1445	058640HC	1495	058690HC	1545	052037HC	1595	052087HC
1446	058641HC	1496	058691HC	1546	052038HC	1596	052088HC
1447	058642HC	1497	058692HC	1547	052039HC	1597	052089HC
1448	058643HC	1498	058693HC	1548	052040HC	1598	052090HC
1449	058644HC	1499	058694HC	1549	052041HC	1599	052091HC
1450	058645HC	1500	058695HC	1550	052042HC	1600	052092HC

1601 052093HC
1602 052094HC
1603 052095HC
1604 052096HC
1605 052097HC
1606 052098HC
1607 052099HC
1608 052100HC
1609 052101HC
1610 052102HC
1611 052103HC
1612 052104HC
1613 052105HC
1614 030000ST
1615 030001ST
1616 030002ST
1617 030003ST
1618 030004ST
1619 030005ST
1620 030006ST
1621 030007ST
1622 030008ST
1623 030009ST
1624 030010ST
1625 030011ST
1626 030012ST
1627 030013ST
1628 030014ST
1629 003900CC
1630 003901CC
1631 003902CC
1632 003903CC
1633 003904CC
1634 003905CC
1635 003906CC
1636 003907CC
1637 003908CC
1638 003909CC
1639 003910CC
1640 003911CC
1641 003912CC
1642 003913CC
1643 003914CC
1644 003915CC
1645 003916CC
1646 003917CC

EXHIBIT B

Schedule of Filings and Recordings

1. Master Equipment Lease Agreement dated as of September 18, 1992 and filed with the Interstate Commerce Commission on September 22, 1992 at 10:45 a.m. as Recordation No. 17942.
2. Assignment, Assumption and Amendment Agreement dated December 31, 1993 and filed with the Interstate Commerce Commission on January 5, 1994 at 12:50 p.m. as Recordation No. 17942-A

EXHIBIT C

Page 1

Huntsman Chemical Railcar Assignment Listing

<u>Billing#</u>	<u>Sch.</u>	<u>Railcar Number</u>	<u>Term</u>	<u>Rent Amount</u>	<u>Term</u>	<u>Rent Amount</u>
0057083	812	000870HC	21	\$493.73	30	\$603.45
0057083	815	000874HC	21	\$493.73	30	\$603.45
0057083	816	000875HC	21	\$493.73	30	\$603.45
0057083	817	000876HC	21	\$493.73	30	\$603.45
0057083	826	000877HC	21	\$493.73	30	\$603.45
0057083	827	000879HC	21	\$493.73	30	\$603.45
0057083	828	000891HC	21	\$518.42	30	\$633.62
0057091	803	000787HC	21	\$518.42	30	\$633.62
0057117	883	005582HC	21	\$567.79	30	\$693.97
0057133	856	005631HC	21	\$567.79	30	\$693.97
0057133	870	005645HC	21	\$567.79	30	\$693.97
0057133	897	005672HC	21	\$567.79	30	\$693.97
0057141	807	005681HC	21	\$567.79	30	\$693.97
0057141	815	005689HC	21	\$567.79	30	\$693.97

14 5250 Cu. Ft. Cars

0057208	819	058500HC	21	\$870.51	30	\$1,063.95
0057208	822	058503HC	21	\$870.51	30	\$1,063.95
0057208	823	058504HC	21	\$870.51	30	\$1,063.95
0057208	824	058505HC	21	\$870.51	30	\$1,063.95
0057208	825	058506HC	21	\$870.51	30	\$1,063.95
0057208	826	058507HC	21	\$870.51	30	\$1,063.95
0057208	827	058509HC	21	\$870.51	30	\$1,063.95
0057208	888	058510HC	21	\$870.51	30	\$1,063.95
0057208	829	058511HC	21	\$870.51	30	\$1,063.95
0057208	830	058512HC	21	\$870.51	30	\$1,063.95
0057208	832	058514HC	21	\$870.51	30	\$1,063.95
0057208	833	058515HC	21	\$870.51	30	\$1,063.95
0057208	834	058516HC	21	\$870.51	30	\$1,063.95
0057208	835	058517HC	21	\$870.51	30	\$1,063.95
0057208	836	058518HC	21	\$870.51	30	\$1,063.95
0057208	838	058520HC	21	\$870.51	30	\$1,063.95
0057208	839	058521HC	21	\$870.51	30	\$1,063.95
0057208	840	058522HC	21	\$870.51	30	\$1,063.95
0057208	842	058524HC	21	\$870.51	30	\$1,063.95
0057208	843	058525HC	21	\$870.51	30	\$1,063.95
0057208	844	058526HC	21	\$870.51	30	\$1,063.95
0057208	845	058527HC	21	\$870.51	30	\$1,063.95
0057208	846	058528HC	21	\$870.51	30	\$1,063.95

Huntsman Chemical Railcar Assignment Listing

<u>Billing#</u>	<u>Sch.</u>	<u>Railcar Number</u>	<u>Term</u>	<u>Rent Amount</u>	<u>Term</u>	<u>Rent Amount</u>
0057208	847	058529HC	21	\$870.51	30	\$1,063.95
0057208	848	058530HC	21	\$870.51	30	\$1,063.95
0057208	849	058531HC	21	\$870.51	30	\$1,063.95
0057208	850	058532HC	21	\$870.51	30	\$1,063.95
0057208	851	058533HC	21	\$870.51	30	\$1,063.95
0057208	852	058534HC	21	\$870.51	30	\$1,063.95
0057208	853	058535HC	21	\$870.51	30	\$1,063.95
0057208	855	058537HC	21	\$870.51	30	\$1,063.95
0057208	856	058538HC	21	\$870.51	30	\$1,063.95
0057208	858	058540HC	21	\$870.51	30	\$1,063.95
0057208	860	058542HC	21	\$870.51	30	\$1,063.95
0057208	861	058543HC	21	\$870.51	30	\$1,063.95
0057208	862	058544HC	21	\$870.51	30	\$1,063.95
0057208	864	058546HC	21	\$870.51	30	\$1,063.95
0057208	865	058547HC	21	\$870.51	30	\$1,063.95
0057208	866	058548HC	21	\$870.51	30	\$1,063.95
0057208	867	058549HC	21	\$870.51	30	\$1,063.95
0057208	871	058552HC	21	\$870.51	30	\$1,063.95
0057208	872	058553HC	21	\$870.51	30	\$1,063.95
0057208	873	058554HC	21	\$870.51	30	\$1,063.95
0057208	874	058555HC	21	\$870.51	30	\$1,063.95
0057208	875	058556HC	21	\$870.51	30	\$1,063.95
0057208	877	058558HC	21	\$870.51	30	\$1,063.95
0057208	878	058559HC	21	\$870.51	30	\$1,063.95
0057208	879	058560HC	21	\$870.51	30	\$1,063.95
0057208	880	058561HC	21	\$870.51	30	\$1,063.95
0057208	881	058562HC	21	\$870.51	30	\$1,063.95
0057208	882	058563HC	21	\$870.51	30	\$1,063.95
0057208	884	058565HC	21	\$870.51	30	\$1,063.95
0057208	885	058566HC	21	\$870.51	30	\$1,063.95
0057208	886	058567HC	21	\$870.51	30	\$1,063.95
0057208	887	058568HC	21	\$870.51	30	\$1,063.95
0057208	888	058569HC	21	\$870.51	30	\$1,063.95
0057208	889	058570HC	21	\$870.51	30	\$1,063.95
0057208	890	058571HC	21	\$870.51	30	\$1,063.95
0057208	891	058572HC	21	\$870.51	30	\$1,063.95
0057208	893	058574HC	21	\$870.51	30	\$1,063.95
0057208	894	058575HC	21	\$870.51	30	\$1,063.95
0057208	895	058576HC	21	\$870.51	30	\$1,063.95

Huntsman Chemical Railcar Assignment Listing

<u>Billing#</u>	<u>Sch.</u>	<u>Railcar Number</u>	<u>Term</u>	<u>Rent Amount</u>	<u>Term</u>	<u>Rent Amount</u>
0057208	897	058578HC	21	\$870.51	30	\$1,063.95
0057208	898	058579HC	21	\$870.51	30	\$1,063.95
0057208	899	058580HC	21	\$870.51	30	\$1,063.95
0057216	801	058581HC	21	\$870.51	30	\$1,063.95
0057216	802	058582HC	21	\$870.51	30	\$1,063.95
0057216	803	058583HC	21	\$870.51	30	\$1,063.95
0057216	804	058584HC	21	\$870.51	30	\$1,063.95
0057216	805	058585HC	21	\$870.51	30	\$1,063.95
0057216	806	058586HC	21	\$870.51	30	\$1,063.95
0057216	807	058587HC	21	\$870.51	30	\$1,063.95
0057216	808	058588HC	21	\$870.51	30	\$1,063.95
0057216	809	058589HC	21	\$870.51	30	\$1,063.95
0057216	810	058590HC	21	\$870.51	30	\$1,063.95
0057216	811	058591HC	21	\$870.51	30	\$1,063.95
0057216	812	058592HC	21	\$870.51	30	\$1,063.95
0057216	813	058593HC	21	\$870.51	30	\$1,063.95
0057216	814	058594HC	21	\$870.51	30	\$1,063.95
0057216	815	058595HC	21	\$870.51	30	\$1,063.95
0057216	816	058596HC	21	\$870.51	30	\$1,063.95
0057216	817	058597HC	21	\$870.51	30	\$1,063.95
0057216	818	058598HC	21	\$870.51	30	\$1,063.95
0057216	819	058599HC	21	\$870.51	30	\$1,063.95
0057216	820	058600HC	21	\$870.51	30	\$1,063.95
0057216	822	058602HC	21	\$870.51	30	\$1,063.95
0057216	823	058603HC	21	\$870.51	30	\$1,063.95
0057216	824	058604HC	21	\$870.51	30	\$1,063.95
0057216	825	058605HC	21	\$870.51	30	\$1,063.95
0057216	826	058606HC	21	\$870.51	30	\$1,063.95
0057216	827	058607HC	21	\$870.51	30	\$1,063.95
0057216	828	058608HC	21	\$870.51	30	\$1,063.95
0057216	829	058609HC	21	\$870.51	30	\$1,063.95
0057216	831	058611HC	21	\$870.51	30	\$1,063.95
0057216	832	058612HC	21	\$870.51	30	\$1,063.95
0057216	833	058613HC	21	\$870.51	30	\$1,063.95
0057216	834	058614HC	21	\$870.51	30	\$1,063.95
0057216	836	058616HC	21	\$870.51	30	\$1,063.95
0057216	837	058617HC	21	\$870.51	30	\$1,063.95
0057216	838	058618HC	21	\$870.51	30	\$1,063.95

Huntsman Chemical Reficar Assignment Listing

<u>Billing#</u>	<u>Sch.</u>	<u>Reficar Number</u>	<u>Term</u>	<u>Rent Amount</u>	<u>Term</u>	<u>Rent Amount</u>
0057216	839	058619HC	21	\$870.51	30	\$1,063.95
0057216	840	058620HC	21	\$870.51	30	\$1,063.95
0057216	841	058621HC	21	\$870.51	30	\$1,063.95
0057216	842	058622HC	21	\$870.51	30	\$1,063.95
0057216	843	058623HC	21	\$870.51	30	\$1,063.95
0057216	844	058624HC	21	\$870.51	30	\$1,063.95
0057216	845	058625HC	21	\$870.51	30	\$1,063.95
0057216	846	058626HC	21	\$870.51	30	\$1,063.95
0057216	847	058627HC	21	\$870.51	30	\$1,063.95
0057216	848	058628HC	21	\$870.51	30	\$1,063.95
0057216	849	058629HC	21	\$870.51	30	\$1,063.95
0057216	850	058630HC	21	\$870.51	30	\$1,063.95
0057216	851	058631HC	21	\$870.51	30	\$1,063.95
0057216	853	058633HC	21	\$870.51	30	\$1,063.95
0057216	854	058634HC	21	\$870.51	30	\$1,063.95
0057216	855	058635HC	21	\$870.51	30	\$1,063.95
0057216	856	058636HC	21	\$870.51	30	\$1,063.95
0057216	857	058637HC	21	\$870.51	30	\$1,063.95
0057216	858	058638HC	21	\$870.51	30	\$1,063.95
0057216	859	058639HC	21	\$870.51	30	\$1,063.95
0057216	860	058640HC	21	\$870.51	30	\$1,063.95
0057216	862	058642HC	21	\$870.51	30	\$1,063.95
0057216	863	058643HC	21	\$870.51	30	\$1,063.95
0057216	864	058644HC	21	\$870.51	30	\$1,063.95
0057216	865	058645HC	21	\$870.51	30	\$1,063.95
0057216	866	058646HC	21	\$870.51	30	\$1,063.95
0057216	868	058648HC	21	\$870.51	30	\$1,063.95
0057216	869	058649HC	21	\$870.51	30	\$1,063.95
0057216	870	058650HC	21	\$870.51	30	\$1,063.95
0057216	871	058651HC	21	\$870.51	30	\$1,063.95
0057216	872	058652HC	21	\$870.51	30	\$1,063.95
0057216	873	058653HC	21	\$870.51	30	\$1,063.95
0057216	874	058654HC	21	\$870.51	30	\$1,063.95
0057216	875	058655HC	21	\$870.51	30	\$1,063.95
0057216	876	058656HC	21	\$870.51	30	\$1,063.95
0057216	877	058657HC	21	\$870.51	30	\$1,063.95
0057216	878	058658HC	21	\$870.51	30	\$1,063.95
0057216	879	058659HC	21	\$870.51	30	\$1,063.95

Huntsman Chemical Railcar Assignment Listing

<u>Billing#</u>	<u>Sch.</u>	<u>Railcar Number</u>	<u>Term</u>	<u>Rent Amount</u>	<u>Term</u>	<u>Rent Amount</u>
0057216	880	058660HC	21	\$870.51	30	\$1,063.95
0057216	881	058661HC	21	\$870.51	30	\$1,063.95
0057216	883	058663HC	21	\$870.51	30	\$1,063.95
0057216	884	058664HC	21	\$870.51	30	\$1,063.95
0057216	885	058665HC	21	\$870.51	30	\$1,063.95
0057216	886	058666HC	21	\$870.51	30	\$1,063.95
0057216	887	058667HC	21	\$870.51	30	\$1,063.95
0057216	888	058668HC	21	\$870.51	30	\$1,063.95
0057216	889	058669HC	21	\$870.51	30	\$1,063.95
0057216	890	058670HC	21	\$870.51	30	\$1,063.95
0057216	891	058671HC	21	\$870.51	30	\$1,063.95
0057216	892	058672HC	21	\$870.51	30	\$1,063.95
0057216	893	058673HC	21	\$870.51	30	\$1,063.95
0057216	894	058674HC	21	\$870.51	30	\$1,063.95
0057216	895	058675HC	21	\$870.51	30	\$1,063.95
0057216	896	058676HC	21	\$870.51	30	\$1,063.95
0057216	898	058678HC	21	\$870.51	30	\$1,063.95
0057224	801	058680HC	21	\$870.51	30	\$1,063.95
0057224	802	058681HC	21	\$870.51	30	\$1,063.95
0057224	803	058682HC	21	\$870.51	30	\$1,063.95
0057224	804	058683HC	21	\$870.51	30	\$1,063.95
0057224	805	058684HC	21	\$870.51	30	\$1,063.95
0057224	806	058685HC	21	\$870.51	30	\$1,063.95
0057224	807	058686HC	21	\$870.51	30	\$1,063.95
0057224	808	058687HC	21	\$870.51	30	\$1,063.95
0057224	809	058688HC	21	\$870.51	30	\$1,063.95
0057224	810	058689HC	21	\$870.51	30	\$1,063.95
0057224	811	058690HC	21	\$870.51	30	\$1,063.95
0057224	812	058691HC	21	\$870.51	30	\$1,063.95
0057224	813	058692HC	21	\$870.51	30	\$1,063.95
0057224	814	058693HC	21	\$870.51	30	\$1,063.95
0057224	816	058695HC	21	\$870.51	30	\$1,063.95

170 Cars

Total of

184 Cars

\$155,392.66

\$189,923.28

HUNTSPOT.WK4

** TOTAL PAGE.08G **